

TERMS AND CONDITIONS

Website ownership

This website is owned and operated by Found.Wood. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors the sale of handmade wooden objects produced solely by Found.Wood . By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

Website usage

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

Commercial Terms

When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The prices Found.Wood charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

Return and refund policy

While every effort has been made to portray artworks accurately, slight variations may occur. All measurements quoted are approximate and the reproduction of colours and finishes is as accurate as photographic and publishing processes will allow within the context of the site where images were taken. Please note there may be variations in colours dependant on the calibration and settings of individual screens, and differing lighting conditions. Due to the organic nature of materials used in artworks, colours may appear different to the naked eye. If accurate colour or surface finish is required, please contact us to request detailed images or samples prior to purchase. To not do so, is at your own risk and we do not take responsibility for artworks not meeting expectations in relation to appearance or size.

If you are unhappy with an artwork, you must be in touch via connect@foundwood.co within 7 days of receipt of the goods. If agreed via email you may send the artwork back, only if contained within the original packaging and in perfect condition; Found.Wood will only then issue a refund or exchange. This is solely granted as a goodwill gesture, and the offer may be retracted at any time. Returns/exchanges do not apply to commissioned artworks or bespoke orders of any kind.

Postage, packaging and Insurance incurred in the returns process are non-refundable, nor the original shipping fee paid at point of sale. This does not affect your statutory rights. When returning an artwork, please contact me at connect@foundwood.co with tracking and shipping information immediately on shipment. You will be responsible for the cost of returning the artworks to us, including any incurred import duties, and will remain responsible for any and all returned artworks until they reach my premises. Please note that One-Off pieces and Edition items can only be returned or exchanged if faulty. A change of mind on behalf of the customer due to appearance or size of an artwork does constitute it's eligibility for return.

Agreed returns will be refunded only on receipt of shipment and after a thorough inspection has been approved by Found.Wood. Refunds amount only to the 'Cost of Artwork' as stated in the original invoice or website listing, and will be issued in GBP. All refunds are made at the prevailing exchange rate and we do not take responsibility for any fluctuations in currency value between the date of the original invoice and the date of the relevant refund. A returns address will be issued via email if deemed eligible.

Delivery of Goods

All artworks will only be shipped on completion of payment in full, via courier only unless otherwise contractually agreed.

Please note any incurred import duties when shipping artworks internationally from the UK are the sole responsibility of the customer/client. Correct customs documents will be included with each shipment or supplied directly to the courier on request. This will be done by Found.Wood in direct communication and co-operation with the customer. This relies on accurate information being supplied by the customer before shipment is sent. Found.Wood will not be held responsible for inaccurate information provided by customers/clients.

When signing for delivery of artworks from a courier, please either check the item with courier, or sign 'unchecked'. Found.Wood will not be held responsible for goods damaged during transport, if they are signed for at destination. No Claim regarding damage, shortage or defect will be considered unless reported within 24 hours from receipt of goods.

Full instructions will be supplied on delivery, including cleaning and care advice if requested by the customer/client.

Ownership of intellectual property, copyrights and logos

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Found.Wood. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

Severability

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use of foundwood.co at anytime.

Indemnification

You agree to indemnify and hold Found.Wood harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

Limitation of liability

To the maximum extent permitted by applicable law, in no event shall Found.Wood, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, Found.Wood assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorised access to or use of our secure servers and/or any and all personal information stored therein.

Right to change and modify Terms

Found.Wood reserves the right to modify these terms from time to time at our sole discretion. Therefore, you should review these page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of [Foundwood.co](https://foundwood.co) or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

Promotional emails and content

You agree to receive from time to time promotional messages and materials from [Found.Wood.co](https://foundwood.co) , by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please notify Found.Wood at any time.

Preference of law and dispute resolution

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the United Kingdom, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Canterbury, Kent, United Kingdom. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

Customer support details & contact info

Questions and queries about the Terms of Service should be sent to Found.Wood via email at connect@foundwood.co